

|   |   |  |   |   |                        |   |         |
|---|---|--|---|---|------------------------|---|---------|
| <b>AWARD/CONTRACT</b>   |   | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |   | <b>Rating</b> DOA4  |                        | <b>Page</b> 1 <b>Of</b> 26  |         |
| <b>2. Contract (Proc. Inst. Ident) No.</b><br>W56HZV-04-C-0062  |   | <b>3. Effective Date</b><br>2003NOV06                            |   | <b>4. Requisition/Purchase Request/Project No.</b><br>SEE SCHEDULE  |                        |   |         |
| <b>5. Issued By</b><br>TACOM WARREN BLDG 231<br>AMSTA-AQ-ALEC<br>TERRY ZIELINSKI (586)574-5833<br>WARREN, MICHIGAN 48397-5000<br><br>HTTP://CONTRACTING.TACOM.ARMY.MIL<br><br><b>e-mail address:</b> ZIELINST@TACOM.ARMY.MIL  |   | <b>Code</b> W56HZV   | <b>6. Administered By (If Other Than Item 5)</b><br>DCMA BIRMINGHAM<br>BURGER PHILLIPS CENTER<br>1910 THIRD AVE. NORTH, RM 201<br>BIRMINGHAM, AL 35203-2376 |   |                        | <b>Code</b> S0101A  |         |
|   |   |  | <b>SCD</b> C <b>PAS</b> NONE  |   | <b>ADP</b> PT HQ0338   |   |         |
| <b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b><br>UNITED DEFENSE LP<br>STEEL PRODUCTS DIVISION<br>1805 COLEMAN RD<br>ANNISTON, AL. 36207-6859<br><br>TYPE BUSINESS: Large Business Performing in U.S.   |   |  |   | <b>8. Delivery</b><br><input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)   |                        |   |         |
|   |   |  |   | <b>9. Discount For Prompt Payment</b>   |                        |   |         |
|   |   |  |   | <b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>  |                        | <b>Item</b> 12  |         |
| <b>Code</b> 076M6   |   |  |   | <b>Facility Code</b>  |                        | <b>To The Address Shown In:</b>                                   |         |
| <b>11. Ship To/Mark For</b><br>SEE SCHEDULE   |   | <b>Code</b>  | <b>12. Payment Will Be Made By</b><br>DFAS-COLUMBUS CENTER<br>DFAS-CO/SOUTH ENTITLEMENT OPERATION<br>P.O. BOX 182264<br>COLUMBUS, OH 43218-2264             |   |                        | <b>Code</b> HQ0338  |         |
| <b>13. Authority For Using Other Than Full And Open Competition:</b><br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )   |   |  | <b>14. Accounting And Appropriation Data</b><br>ACRN: AA 97 X4930AC6D 6D 26FB S20113 W56HZV   |   |                        |   |         |
| <b>15A. Item No.</b><br>SEE SCHEDULE  | <b>15B. Schedule Of Supplies/Services</b><br>CONTRACT TYPE:<br>Firm-Fixed-Price |  | <b>15C. Quantity</b>  | <b>15D. Unit</b>  | <b>15E. Unit Price</b> | <b>15F. Amount</b>  |         |
|   |   |  | KIND OF CONTRACT:<br>Supply Contracts and Priced Orders   |   |                        |   |         |
| Contract Expiration Date: 2004AUG05   |   |  |   | <b>15G. Total Amount Of Contract</b>  |                        | \$56,714.21   |         |
| <b>16. Table Of Contents</b>  |   |  |   |   |                        |   |         |
| (X)   | Section   | Description  | Page(s)   | (X)   | Section                | Description   | Page(s) |
| Part I - The Schedule   |   |  |   | Part II - Contract Clauses  |                        |   |         |
| X   | A   | Solicitation/Contract Form                                       | 1   | X   | I                      | Contract Clauses  | 21      |
| X   | B   | Supplies or Services and Prices/Costs                            | 4   | Part III - List Of Documents, Exhibits, And Other Attachments   |                        |   |         |
| X   | C   | Description/Specs./Work Statement                                | 6   |   | J                      | List of Attachments   |         |
| X   | D   | Packaging and Marking  | 9   | Part IV - Representations And Instructions  |                        |   |         |
| X   | E   | Inspection and Acceptance  | 10  |   | K                      | Representations, Certifications, and Other Statements of Offerors |         |
| X   | F   | Deliveries or Performance  | 12  |   | L                      | Instrs., Conds., and Notices to Offerors                          |         |
| X   | G   | Contract Administration Data                                     | 15  |   | M                      | Evaluation Factors for Award                                      |         |
| X   | H   | Special Contract Requirements                                    | 16  |   |                        |   |         |
| Contracting Officer Will Complete Item 17 Or 18 As Applicable   |   |  |   |   |                        |   |         |
| <b>17.</b> <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |   |  |   | <b>18.</b> <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |                        |   |         |
| <b>19A. Name And Title Of Signer (Type Or Print)</b>  |   |  |   | <b>20A. Name Of Contracting Officer</b><br>ELLEN DENNIS<br>DENNISE@TACOM.ARMY.MIL (586)574-8056   |                        |   |         |
| <b>19B. Name of Contractor</b><br><br>By _____<br>(Signature of person authorized to sign)  |   | <b>19c. Date Signed</b>  |   | <b>20B. United States Of America</b><br><br>By _____ /SIGNED/<br>(Signature of Contracting Officer)   |                        | <b>20C. Date Signed</b><br>2003NOV06                              |         |

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| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 26 |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                            |

SECTION A - SUPPLEMENTAL INFORMATION

|     | <u>Regulatory Cite</u> | <u>Title</u>                        | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| A-1 | 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003    |

(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil)

(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

|     |                        |             |          |
|-----|------------------------|-------------|----------|
| A-2 | 52.214-4003<br>(TACOM) | ALL OR NONE | MAR/1998 |
|-----|------------------------|-------------|----------|

Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION WILL BE DEEMED NONRESPONSIVE.

[End of Clause]

ACCEPTANCE APPENDIX

1. United Defense Spare Parts will deliver 17 each in 266 days after the award date.

2. The solicitation number for this requirement was DAAE07-03-Q-N333. The total dollar amount of the RFQ with the option is over 100 K. Therefore, RFQ DAAE07-03-Q-N333 was canceled via an amendment and contract W56HZV-04-C-0062 was created in lieu of a purchase order.

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| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page</b> 3 <b>of</b> 26 |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                            |

\*\*\* END OF NARRATIVE A 001 \*\*\*

|                    |   |              |
|--------------------|---|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0062 MOD/AMD | Page 4 of 26 |
|--------------------|---|--------------|

Name of Offeror or Contractor: UNITED DEFENSE LP

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT       |
|---------|---|----------|------|----------------|--------------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>NSN: 5999-01-494-0638<br>FSCM: 19207<br>PART NR: 12474783<br>SECURITY CLASS: Unclassified  |          |      |                |              |
| 0001AA  | <u>PRODUCTION CLIN</u><br><br>NOUN: RELAY-SWITCH<br>PRON: EH3A6603EH PRON AMD: 02 ACRN: AA<br>AMS CD: 070011<br><br><u>Description/Specs./Work Statement</u><br>TOP DRAWING NR: 12474783<br>DATE: 14-MAY-2003<br><br><u>Packaging and Marking</u><br>PACKAGING/PACKING/SPECIFICATIONS:<br>SEE TDP FOR PACKAGING INSTRUCTIONS<br>UNIT PACK: EA INTERMEDIATE PACK: 001<br>LEVEL PRESERVATION: Commercial<br>LEVEL PACKING: Commercial<br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD<br>001 W56HZV3139T640 W25G1U J 2<br>DEL REL CD QUANTITY DEL DATE<br>001 17 04-AUG-2004<br><br>FOB POINT: Origin<br><br>SHIP TO: <u>PARCEL POST ADDRESS</u><br>(W25G1U) XU TRANSPORTATION OFFICER<br>DDSP NEW CUMBERLAND FACILITY<br>BUILDING MISSION DOOR 113 134<br>NEW CUMBERLAND PA 17070-5001 | 17       | EA   | \$ 3,336.13000 | \$ 56,714.21 |
| 0002    | FSCM: 19207<br>PART NR: 12474783<br>SECURITY CLASS: Unclassified  |          |      |                |              |
| 0002AA  | <u>OPTION CLIN</u>  | 17       | EA   | \$ 3,452.18000 | \$ 58,687.06 |

Name of Offeror or Contractor: UNITED DEFENSE LP

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>NOUN: RELAY-SWITCH</p> <p><u>Description/Specs./Work Statement</u><br/>TOP DRAWING NR: 12474783<br/>DATE: 14-MAY-2003</p> <p><u>Packaging and Marking</u><br/>PACKAGING/PACKING/SPECIFICATIONS:<br/>SEE TDP FOR PACKAGING INSTRUCTIONS<br/>UNIT PACK: EAINTERMEDIATE PACK: 001<br/>LEVEL PRESERVATION: Commercial<br/>LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: OriginACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u><u>MILSTRIP</u><u>ADDR</u><u>SIG CD</u><u>MARK FOR</u><u>TP CD</u><br/>001<br/><u>DEL REL CD</u><u>QUANTITY</u><u>DEL DATE</u><br/>00117UNDEFINITIZED</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE<br/>(SHIP-TO) WILL BE FURNISHED PRIOR<br/>TO THE SCHEDULED DELIVERY DATE FOR<br/>ITEMS REQUIRED UNDER THIS<br/>REQUISITION.</p> |          |      |            |        |

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| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page</b> 6 <b>of</b> 26 |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                            |

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

|     | <u>Regulatory Cite</u> | <u>Title</u>                                | <u>Date</u> |
|-----|------------------------|---|-------------|
| C-1 | 52.211-4015<br>(TACOM) | CONFIGURATION CONTROL - ENGINEERING CHANGES | JUL/2002    |

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request once you realize that you desire to deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (3) Value Engineering Change Proposal (VECP). A proposal that --
- (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
- (A) In deliverable end item quantities only;
- (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (C) To the contract type only.
- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDD) which can be found at the following website: <http://contracting.tacom.army.mil/engr/engrchange.htm>. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
- (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is M5.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
- (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
- (d) Submittal Procedures for ECPs/VECPs/RFDs.

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| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-04-C-0062      <b>MOD/AMD</b></p> | <p align="right"><b>Page</b> 7 <b>of</b> 26</p> |
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**Name of Offeror or Contractor:** UNITED DEFENSE LP

- (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
- (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer McClell1@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

(f) Approval of ECPs, VECPs and RFDs.

(1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.

(2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

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| C-2 | 52.211-4053<br>(TACOM) | REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) | MAR/2000 |
|-----|------------------------|---|----------|

(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.

(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: "N/A".

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]





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|--|---|---------|--------------|
| CONTINUATION SHEET                               | Reference No. of Document Being Continued |         | Page 9 of 26 |
|  | PIIN/SIIN W56HZV-04-C-0062                | MOD/AMD |              |
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |         |              |

SECTION D - PACKAGING AND MARKING

|     | Regulatory Cite        | Title  | Date     |
|-----|------------------------|--|----------|
| D-1 | 52.247-4016<br>(TACOM) | HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS | JUL/2002 |

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 10 of 26</b> |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                      |

SECTION E - INSPECTION AND ACCEPTANCE

|     | Regulatory Cite        | Title                               | Date     |
|-----|------------------------|-------------------------------------|----------|
| E-1 | 52.246-2               | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-16              | RESPONSIBILITY FOR SUPPLIES         | APR/1984 |
| E-3 | 52.246-4023<br>(TACOM) | STATISTICAL PROCESS CONTROL (SPC)   | FEB/1998 |

- (a) Definitions. Refer to ANSI-EI Standard 557, Statistical Process Control Systems, for a listing of terms and definitions used in this clause that are associated with statistical process control (SPC).
- (b) As the contractor, you will ensure the quality of the items furnished on this contract, whether produced at your facility or at a subcontractor's/vendor's facility, using SPC techniques that are based on statistically valid and established methods. A description of your SPC program must be submitted as part of your proposal in response to the solicitation (see Section L). Upon contract award, the SPC program described by the successful offeror becomes part of the contract.
- (c) The SPC program is intended to be dynamic. It may be changed when changes are of a constructive nature, and do not adversely affect the quality of the process, and product. The designated Government Quality Assurance Representative, (QAR), shall be allowed to review all proposed changes to your program prior to implementation.
- (d) As a minimum, your SPC program must address the following elements as they will apply throughout the life of the proposed contract.
- Identification of the specific statistical process control techniques that you will apply, for all processes that use SPC.
  - Process capability (Cpk) studies for the processes being controlled. For variable data, the minimum Cpk for statistical control shall be 1.33. For attribute data, a minimum process average of 99.73% is required. For critical parameters/characteristics, the minimum Cpk shall be 2.0.
  - Criteria for determining out-of-control conditions.
  - Corrective actions to be taken if an out-of-control condition is detected.
  - A description of the training program used to implement and support your SPC program.
  - A plan for the performance of audits, and the methods for review and analysis of the audit results.
  - Your system for the identification and selection of characteristics for the application of SPC. Candidate characteristics shall be composed of (i) critical and major product and performance characteristics identified in the Technical Data Package (TDP), and other contract documents, (ii) characteristics deemed vital or significant based on a formal process analysis, and (iii) characteristics identified by performing Pareto Analysis on internal and external failures.
  - Description of each process to be controlled, showing the sequence of operation and inspections to be performed. This description can be in the form of a flow chart or written narrative.
  - Method for verifying effectiveness of SPC at subcontractor's facilities.
  - Application, and use of Pareto Analysis, i.e. (i) analyze the need for new process control projects, and (ii) ensure that established controls are achieving continuous improvement.
- (e) You may request a reduction or elimination of contractually required lot sampling based on demonstrated effectiveness of your SPC program. To obtain our approval of such reduction, submit a request that refers to this clause. The request must include documentation, acceptable to the ACO, including process and inspection capability studies, control chart trends, and results of final inspections. Any reduction of inspection shall apply to the plant or supplier specified in the request, and shall be subject to audit by you, and by us.
- (f) We reserve the right to withdraw any approval for reduced inspections, if we (i) see any indication of loss of process control or deterioration in product quality, where (ii) an assignable cause cannot be readily identified, corrected and permanently resolved. Notification of such withdrawal will be in writing from the ACO-designated Government QAR, or the Administrative or Procuring Contracting Officer (ACO or PCO).
- (g) Your SPC program shall be subject to evaluation throughout the life of the contract by the ACO/QAR as part of your quality program. The evaluation will verify compliance to the requirements of your SPC program that forms a part of this contract, as described

Name of Offeror or Contractor: UNITED DEFENSE LP

elsewhere in this contract, and as defined above in this clause.

[End of Clause]

|     |             |                          |          |
|-----|-------------|--------------------------|----------|
| E-4 | 52.246-4028 | INSPECTION POINT: ORIGIN | FEB/1994 |
|     | (TACOM)     |                          |          |

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

|                     |                                   |                 |           |              |       |
|---------------------|-----------------------------------|-----------------|-----------|--------------|-------|
| CONTRACTOR'S PLANT: | <u>United Defense Spare Parts</u> |                 |           |              |       |
|                     | (Name)                            |                 |           |              |       |
|                     | <u>1805 Coleman Road</u>          | <u>Anniston</u> | <u>AL</u> | <u>36207</u> |       |
|                     | (Address)                         | (City)          | (County)  | (State)      | (Zip) |

|                        |           |        |          |         |       |
|------------------------|-----------|--------|----------|---------|-------|
| SUBCONTRACTOR'S PLANT: |           |        |          |         |       |
|                        | (Name)    |        |          |         |       |
|                        |           |        |          |         |       |
|                        | (Address) | (City) | (County) | (State) | (Zip) |

[End of Clause]

|  |   |               |
|--|---|---------------|
| CONTINUATION SHEET                               | Reference No. of Document Being Continued | Page 12 of 26 |
|  | PIIN/SIIN W56HZV-04-C-0062MOD/AMD         |               |
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |               |

SECTION F - DELIVERIES OR PERFORMANCE

|     | Regulatory Cite        | Title  | Date     |
|-----|------------------------|--|----------|
| F-1 | 52.242-17              | GOVERNMENT DELAY OF WORK                       | APR/1984 |
| F-2 | 52.247-29              | F.O.B. ORIGIN                                  | JUN/1988 |
| F-3 | 52.247-59              | F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS | APR/1984 |
| F-4 | 52.242-4022<br>(TACOM) | DELIVERY SCHEDULE                              | MAY/2000 |

- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or
- (ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

- (b) The Government's proposed delivery schedule is:

| <u>CLIN</u> | <u>DAYS</u> | <u>QUANTITY</u> |
|-------------|-------------|-----------------|
| 0001AA      | 266         | 17 each         |

- (c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by 0 days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.
- (d) You can accelerate delivery: "At no additional cost to the government".
- (e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.
- (f) CONTRACTOR'S PROPOSED SCHEDULE:

- (1) I WILL START DELIVERIES \_\_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_UNITS EVERY 30 DAYS.

[End of Clause]

|  |           |                       |          |
|--|-----------|-----------------------|----------|
| F-5  | 52.211-16 | VARIATION IN QUANTITY | APR/1984 |
| (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below. |           |                       |          |
| (b) The permissible variation shall be limited to:   |           |                       |          |
| <div> <div><u>  ZERO  </u> percent increase; and</div> <div><u>  ZERO  </u> percent decrease.</div> </div>   |           |                       |          |
| (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.   |           |                       |          |

| CONTINUATION SHEET                               | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0062 MOD/AMD | Page 13 of 26 |
|--|---|---------------|
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |               |

[End of Clause]

F-6                      52.247-65                      F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS                      JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-7                      52.247-4017                      DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR                      JAN/2001  
(TACOM)                      ADDRESSES

| Rail/<br>Motor<br>SPLC* | MILSTRIP<br>Address<br>Code | Rail<br>Ship To:   | Motor<br>Ship To:  | Parcel Post<br>Mail To:  |
|-------------------------|-----------------------------|--|--|--|
| 206721/<br>209405       | W25G1U                      | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA  | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA  | Transportation Officer<br>Defense Dist Depot<br>Susquehanna<br>New Cumberland, PA 17070-5001 |
| 875670/<br>875675       | W62G2T                      | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>XU Def Dist Depot<br>San Joaquin<br>25600 S Chrisman Rd<br>Rec Whse 10<br>Tracy, Ca 95376-5000 | Transportation Officer<br>Dist Depot San Joaquin<br>P O Box 96001<br>Stockton, CA 95296-0130 |
| 471995/<br>471996       | W31G1Z                      | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Bynum, AL  | Transportation Officer<br>Anniston Army Depot,<br>Anniston, AL 36201-5021                    |
| 209741/<br>209770       | W25G1R                      | Transportation Officer<br>Letterkenny Army Depot,<br>Culbertson, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA  | Transportation Officer<br>Letterkenny Army Depot,<br>Chambersburg, PA 17201-4150             |
| 661136/<br>661157       | W45G19                      | Transportation Officer<br>Red River Army Depot,<br>Defense, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX   | Transportation Officer<br>Red River Army Depot,<br>Texarkana, TX 75507-5000                  |
| 764538/<br>764535       | W67G23                      | Transportation Officer<br>Tooele Army Depot,   | Transportation Officer<br>Tooele Army Depot,   | Transportation Officer<br>Tooele Army Depot,   |



Name of Offeror or Contractor: UNITED DEFENSE LP

SECTION G - CONTRACT ADMINISTRATION DATA

| PRON/       |                      |             |                                  |                                  |           |      |        |        |               | JOB            |               |           |           |           |
|-------------|----------------------|-------------|----------------------------------|----------------------------------|-----------|------|--------|--------|---------------|----------------|---------------|-----------|-----------|-----------|
| LINE        | AMS                  | CD/         | OBLG                             |                                  |           |      |        |        |               | ORDER          | ACCOUNTING    |           | OBLIGATED |           |
| <u>ITEM</u> | <u>MIPR</u>          | <u>ACRN</u> | <u>STAT</u>                      | <u>ACCOUNTING CLASSIFICATION</u> |           |      |        |        | <u>NUMBER</u> | <u>STATION</u> | <u>AMOUNT</u> |           |           |           |
| 0001AA      | EH3A6603EH           | AA          | 1                                | 97                               | X4930AC6D | 6D   | 26FB   | S20113 |               | W56HZV         | \$            | 56,714.21 |           |           |
| 070011      |                      |             |                                  |                                  |           |      |        |        |               |                |               |           |           |           |
|             |                      |             |                                  |                                  |           |      |        |        |               |                |               | TOTAL     | \$        | 56,714.21 |
| SERVICE     |                      |             |                                  |                                  |           |      |        |        |               | ACCOUNTING     |               | OBLIGATED |           |           |
| <u>NAME</u> | <u>TOTAL BY ACRN</u> |             | <u>ACCOUNTING CLASSIFICATION</u> |                                  |           |      |        |        |               | <u>STATION</u> | <u>AMOUNT</u> |           |           |           |
| Army        | AA                   |             | 97                               | X4930AC6D                        | 6D        | 26FB | S20113 |        | W56HZV        | \$             | 56,714.21     |           |           |           |
|             |                      |             |                                  |                                  |           |      |        |        |               |                |               | TOTAL     | \$        | 56,714.21 |

|  |   |         |               |
|--|---|---------|---------------|
| CONTINUATION SHEET                               | Reference No. of Document Being Continued |         | Page 16 of 26 |
|  | PIIN/SIIN W56HZV-04-C-0062                | MOD/AMD |               |
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |         |               |

SECTION H - SPECIAL CONTRACT REQUIREMENTS

|     | Regulatory Cite        | Title  | Date     |
|-----|------------------------|--|----------|
| H-1 | 252.225-7001           | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| H-2 | 252.225-7002           | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS     | APR/2003 |
| H-3 | 252.225-7013           | DUTY-FREE ENTRY                                  | APR/2003 |
| H-4 | 252.231-7000           | SUPPLEMENTAL COST PRINCIPLES                     | DEC/1991 |
| H-5 | 252.246-7000           | MATERIAL INSPECTION AND RECEIVING REPORT         | MAR/2003 |
| H-6 | 52.217-4001<br>(TACOM) | SEPARATELY PRICED OPTION FOR INCREASED QUANTITY  | APR/1997 |

(a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 17 each units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 120 days after award. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

|     |              |  |          |
|-----|--------------|--|----------|
| H-7 | 252.225-7036 | BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION<br>ACT--BALANCE OF PAYMENTS PROGRAM | APR/2003 |
|-----|--------------|--|----------|

(a) Definitions. As used in this clause-

- (1) "Component" means an article, material, or supply incorporated directly into an end product.
- (2) "Domestic end product" means-
  - (i) An unmanufactured end product that has been mined or produced in the United States; or
  - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-
    - (A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
    - (B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (3) "End product" means those articles, materials, and supplies to be acquired under this contract for public use.
- (4) "Foreign end product" means an end product other than a domestic end product.
- (5) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
- (6) "NAFTA country end product" means an article that-
  - (i) Is wholly the growth, product, or manufacture of a NAFTA country; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) "Qualifying country component" means a component mined, produced, or manufactured in a qualifying country.
- (9) "Qualifying country end product" means-
  - (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that



|                                  |  |                             |
|----------------------------------|--|-----------------------------|
| <p><b>CONTINUATION SHEET</b></p> | <p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-04-C-0062      <b>MOD/AMD</b></p> | <p><b>Page 17 of 26</b></p> |
|----------------------------------|--|-----------------------------|

**Name of Offeror or Contractor:** UNITED DEFENSE LP

sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(10) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.

(c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product or a NAFTA country end product, the Contractor shall deliver a qualifying country end product, a NAFTA country end product, or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

H-8      252.225-7037      DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS      MAR/1998

(a) Definition. "Eligible end product," as used in this clause, means-

(1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;

(2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or

(3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.

(b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-

(1) Directly with a foreign concern as a prime contract; or

(2) As a subcontract or purchase order under a contract with a domestic concern.

(c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.

(d) The Contractor warrants that-

(1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and

(2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

(e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.

(f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-

(1) Consign the shipments to the appropriate-

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

|   |  |                      |
|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 18 of 26</b> |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                      |

(2) Include the following information-

(i) Prime contract number, and delivery order if applicable;

(ii) Number of the subcontract/purchase order for foreign supplies if applicable;

(iii) Identification of carrier;

(iv)

(A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs Team, DCMCN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.

(B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);

(vi) Estimated value in U.S. dollars; and

(vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.

(g) Preparation of customs forms.

(1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(h) The Contractor agrees-

(1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) To consign the shipment as specified in paragraph (f) of this clause; and

(3) To mark the exterior of all package as follows:

(i) "UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE;" and

(ii) The activity address number of the contract administration office actually administering the prime contract.

(i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-

(1) Prime contractor's name, address, and CAGE code;

| CONTINUATION SHEET                               | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0062 MOD/AMD | Page 19 of 26 |
|--|---|---------------|
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |               |

(2) Prime contract number, and delivery order number if applicable;

(3) Total dollar value of the prime contract or delivery order;

(4) Expiration date of the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract/purchase order for eligible end products;

(7) Total dollar value of the subcontract for eligible end products;

(8) Expiration date of the subcontract for eligible end products;

(9) List of items purchased;

(10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and

(11) The scheduled delivery date(s).

[End of Clause]

H-9 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING  
(TACOM)

DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 20 of 26</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** UNITED DEFENSE LP

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.  
[End of Clause]

H-10      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250      MAR/2002  
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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|--|---|---------|---------------|
| CONTINUATION SHEET                               | Reference No. of Document Being Continued |         | Page 21 of 26 |
|  | PIIN/SIIN W56HZV-04-C-0062                | MOD/AMD |               |
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |         |               |

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-1  | 52.202-1        | DEFINITIONS   | DEC/2001 |
| I-2  | 52.203-3        | GRATUITIES  | APR/1984 |
| I-3  | 52.203-5        | COVENANT AGAINST CONTINGENT FEES  | APR/1984 |
| I-4  | 52.203-6        | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT   | JUL/1995 |
| I-5  | 52.203-7        | ANTI-KICKBACK PROCEDURES  | JUL/1995 |
| I-6  | 52.203-8        | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN/1997 |
| I-7  | 52.203-10       | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997 |
| I-8  | 52.203-12       | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/2003 |
| I-9  | 52.204-4        | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER   | AUG/2000 |
| I-10 | 52.209-6        | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT  | JUL/1995 |
| I-11 | 52.211-5        | MATERIAL REQUIREMENTS   | AUG/2000 |
| I-12 | 52.211-15       | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990 |
| I-13 | 52.215-2        | AUDIT AND RECORDS - NEGOTIATIONS  | JUN/1999 |
| I-14 | 52.215-8        | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT  | OCT/1997 |
| I-15 | 52.219-8        | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/2000 |
| I-16 | 52.222-1        | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES  | FEB/1997 |
| I-17 | 52.222-4        | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION   | SEP/2000 |
| I-18 | 52.222-19       | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES  | SEP/2002 |
| I-19 | 52.222-20       | WALSH-HEALEY PUBLIC CONTRACTS ACT   | DEC/1996 |
| I-20 | 52.222-21       | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| I-21 | 52.222-26       | EQUAL OPPORTUNITY   | APR/2002 |
| I-22 | 52.222-35       | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA  | DEC/2001 |
| I-23 | 52.222-36       | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998 |
| I-24 | 52.222-37       | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS   | DEC/2001 |
| I-25 | 52.223-6        | DRUG FREE WORKPLACE   | MAY/2001 |
| I-26 | 52.225-13       | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUN/2003 |
| I-27 | 52.227-1        | AUTHORIZATION AND CONSENT   | JUL/1995 |
| I-28 | 52.227-2        | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | AUG/1996 |
| I-29 | 52.232-1        | PAYMENTS  | APR/1984 |
| I-30 | 52.232-8        | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002 |
| I-31 | 52.232-11       | EXTRAS  | APR/1984 |
| I-32 | 52.232-17       | INTEREST  | JUN/1996 |
| I-33 | 52.232-23       | ASSIGNMENT OF CLAIMS  | JAN/1986 |
| I-34 | 52.232-25       | PROMPT PAYMENT  | FEB/2002 |
| I-35 | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION   | OCT/2003 |
| I-36 | 52.233-1        | DISPUTES  | JUL/2002 |
| I-37 | 52.233-3        | PROTEST AFTER AWARD   | AUG/1996 |
| I-38 | 52.242-10       | F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE  | APR/1984 |
| I-39 | 52.242-12       | REPORT OF SHIPMENT (REPSHIP)  | JUN/2003 |
| I-40 | 52.242-13       | BANKRUPTCY  | JUL/1995 |
| I-41 | 52.243-1        | CHANGES--FIXED-PRICE  | AUG/1987 |
| I-42 | 52.246-23       | LIMITATION OF LIABILITY   | FEB/1997 |
| I-43 | 52.247-1        | COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND | APR/1984 |
| I-44 | 52.248-1        | VALUE ENGINEERING   | FEB/2000 |
| I-45 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   | SEP/1996 |
| I-46 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  | APR/1984 |
| I-47 | 52.253-1        | COMPUTER GENERATED FORMS  | JAN/1991 |
| I-48 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT  | APR/1992 |

| CONTINUATION SHEET                               | Reference No. of Document Being Continued<br>PIIN/SIIN W56HZV-04-C-0062 MOD/AMD | Page 22 of 26 |
|--|---|---------------|
| Name of Offeror or Contractor: UNITED DEFENSE LP |   |               |

|      | Regulatory Cite | Title  | Date     |
|------|-----------------|--|----------|
| I-49 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY                           | NOV/1995 |
| I-50 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-51 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS   | FEB/2003 |
| I-52 | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
| I-53 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | FEB/2003 |
| I-54 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)   | APR/2003 |
| I-55 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | APR/2003 |
| I-56 | 252.225-7025    | RESTRICTION ON ACQUISITION OF FORGINGS   | APR/2003 |
| I-57 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | APR/2003 |
| I-58 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  | SEP/2001 |
| I-59 | 252.242-7003    | APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS  | DEC/1991 |
| I-60 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
| I-61 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
| I-62 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)  | MAR/2000 |
| I-63 | 52.223-11       | OZONE-DEPLETING SUBSTANCES   | MAY/2001 |

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

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| I-64 | 52.252-6 | AUTHORIZED DEVIATIONS IN CLAUSES | APR/1984 |
|------|----------|----------------------------------|----------|

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

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| I-65 | 252.204-7004 | REQUIRED CENTRAL CONTRACTOR REGISTRATION | NOV/2001 |
|------|--------------|--|----------|

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0062      MOD/AMD</p> | <p style="text-align: center;"><b>Page 23 of 26</b></p> |
|--|--|---|

**Name of Offeror or Contractor:** UNITED DEFENSE LP

suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-66      252.247-7023      TRANSPORTATION OF SUPPLIES BY SEA      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

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|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 24 of 26</b> |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                      |

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;



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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 25 of 26</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:** UNITED DEFENSE LP

- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY | TOTAL |
|---------------------|------------------------|----------|-------|
|---------------------|------------------------|----------|-------|

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

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|------|------------------------|---|----------|
| I-67 | 52.204-4008<br>(TACOM) | REQUIRED USE OF ELECTRONIC DATA INTERCHANGE (EDI) | MAY/2000 |
|------|------------------------|---|----------|

The Government reserves the right to commence issuing orders to the contract within 90 calendar days after contract award. Any modifications and any delivery orders will be delivered electronically to the contractor using Electronic Data Interchange (EDI) via the Federal Acquisition Network (FACNET). Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

[End of Clause]

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| I-68 | 52.204-4009<br>(TACOM) | MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION | JUN/1999 |
|------|------------------------|--|----------|

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

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|---|--|----------------------|
| <b>CONTINUATION SHEET</b>                               | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> W56HZV-04-C-0062 <b>MOD/AMD</b> | <b>Page 26 of 26</b> |
| <b>Name of Offeror or Contractor:</b> UNITED DEFENSE LP |  |                      |

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]